



WEST VALLEY CITY REDEVELOPMENT AGENCY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

KAREN LANG, CHAIR
STEVE BUHLER, VICE CHAIR

The Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, July 7, 2015, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 07/01/2015
07/06/2015, 1:30 PM
11:30 AM

A G E N D A

1. Call to Order - Chairperson Karen Lang
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. June 2, 2015 (Regular Meeting)
5. Communications
6. Report of Chief Executive Officer
7. Resolutions:
 - A. 15-10: Approve an Incentive Agreement between the Redevelopment Agency and

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Sheri McKendrick.

backcountry.com

- B. 15-11: Authorize the Redevelopment Agency to Accept a Quit Claim Deed from Questar Gas Company for Several Utility Easements Located on the Fairbourne Station Phase 2 Subdivision Property
 - C. 15-12: Authorize the Agency to Accept the Partial Release and Conveyance of an Easement held by CenturyLink QC Within the Future Fairbourne Station Phase 2 Subdivision
8. Adjourn

MINUTES OF RDA REGULAR MEETING – JUNE 2, 2015

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON TUESDAY, JUNE 2, 2015, AT 7:26 P.M., IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Chairperson
Steve Buhler, Vice Chairperson
Ron Bigelow, Board Member
Tom Huynh, Board Member
Lars Nordfelt, Board Member
Corey Rushton, Board Member
Steve Vincent, Board Member

Paul Isaac, Acting Chief Executive Officer
Sheri McKendrick, Secretary

STAFF PRESENT:

Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Kevin Astill, Parks and Recreation Director
John Evans, Fire Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Lee Russo, Police Chief
Sam Johnson, Strategic Communications Director
Don Groo, Acting Finance Director
Jake Arslanian, Public Works Department

1801 **OPENING CEREMONY**

The Opening Ceremony was previously conducted by Ron Bigelow who commented regarding Memorial Day and the remembrance of those in the military who gave their lives for our country and freedoms. After comments, he led the Pledge of Allegiance to the Flag.

1802 **APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 5, 2015, AND MINUTES OF SPECIAL REGULAR MEETING HELD MAY 12, 2015**

The Board read and considered Minutes of the Regular Meeting held May 5, 2015, and the Special Regular Meeting held May 12, 2015. There were no changes, corrections or deletions.

MINUTES OF RDA REGULAR MEETING – JUNE 2, 2015

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After discussion, Mr. Bigelow moved to approve the Minutes of the Regular Meeting held May 5, 2015, and Minutes of the Special Regular Meeting held May 12, 2015, as written. Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

1803

PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING THE FY 2015-2016 TENTATIVE BUDGET

Acting Chief Executive Officer, Paul Isaac, informed a public hearing had been advertised in order for the Board to hear and consider public input regarding the FY 2015-2016 Tentative Budget.

Mr. Isaac presented proposed Resolution No. 15-09 related to the proposal to be considered by the Board after the public hearing, as follows:

Proposed Resolution No. 15-09 would adopt the Final Budget for the Redevelopment Agency for the 2015-2016 fiscal year.

Chairman Lang opened the public hearing. There being no one to speak either in favor or in opposition, Chairperson Lang closed the public hearing.

ACTION: CONSIDER RESOLUTION NO. 15-09, ADOPTING THE ANNUAL BUDGET FOR THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2015, AND ENDING JUNE 30, 2016

The Board previously held a public hearing regarding proposed Resolution No. 15-09 that would adopt the Annual Budget for the West Valley City Redevelopment Agency for the fiscal year commencing July 1, 2015, and ending June 30, 2016.

After discussion, Mr. Huynh moved to approve Resolution No. 15-09, a Resolution Adopting the Annual Budget for the West Valley City Redevelopment Agency for the Fiscal Year Commencing July 1, 2015, and Ending June 30, 2016. Mr. Buhler seconded the motion.

MINUTES OF RDA REGULAR MEETING – JUNE 2, 2015

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A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, JUNE 2, 2015, WAS ADJOURNED AT 6:45 P.M., BY CHAIRPERSON LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Redevelopment Agency held Tuesday, June 2, 2015.

Sheri McKendrick, MMC
Secretary

Item: _____
Fiscal Impact: \$200,000
Funding Source: RDA Interest Funds
Account #: _____
Budget Opening Required: ☐

ISSUE:

A resolution approving an Incentive Agreement between the West Valley City Redevelopment Agency (RDA) and backcountry.com that will provide an incentive for the company to maintain, consolidate, and expand their business at 2607 South 3200 West in West Valley City.

SYNOPSIS:

This Agreement provides a \$200,000 incentive to backcountry.com that will come from interest reserves in the RDA Interest Funds. Money from interest is considered “non-increment generated” and is not restricted in its use to RDA Project Areas. backcountry.com is not in a Redevelopment or Economic Development Area, but the company’s continued success contributes positively to the general welfare of West Valley City.

Pursuant to the Agreement, the RDA will pay backcountry.com four (4) annual payments of \$50,000 each, contingent on backcountry.com signing a lease agreement at their location in West Valley City, at 2607 South 3200 West until at least 2022. backcountry.com will also make investments in the property, or install improvements at this location, in the amount of \$2,500,000.

BACKGROUND:

backcountry.com occupies 200,000 square feet in West Valley City and has been considering moving to a new location at the expiration of the company’s lease. backcountry.com is one of the highest producers of sales tax in West Valley City and has decided to stay at the current location as a result of this Incentive Agreement. In addition, backcountry.com has agreed to make a substantial investment in the site, which will benefit the City’s property tax values.

RECOMMENDATION:

West Valley City’s Redevelopment Agency staff recommends approval of the resolution.

SUBMITTED BY:

Mark Nord, RDA/Economic Development Director

WEST VALLEY CITY REDEVELOPMENT AGENCY

RESOLUTION NO. _____

**A RESOLUTION OF THE WEST VALLEY CITY
REDEVELOPMENT AGENCY APPROVING AN INCENTIVE
AGREEMENT BETWEEN THE REDEVELOPMENT
AGENCY AND BACKCOUNTRY.COM.**

WHEREAS, backcountry.com., a Utah corporation located at 2607 South 3200 West, wishes to remain at that location in West Valley City; and

WHEREAS, the West Valley City Redevelopment Agency (hereinafter the “Agency”) believes that keeping backcountry.com as a part of the tax base, job base, and business community of the City is in the best interests of the health, safety and welfare of West Valley City and its residents, and in accord with the public purposes and requirements related to being assisted by the Agency; and

WHEREAS, an agreement entitled “backcountry.com Incentive Agreement” (hereinafter the “Agreement”) has been prepared for execution by and between the Agency and backcountry.com, a copy of which is attached hereto, which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the Board of Directors of the West Valley City Redevelopment Agency does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with backcountry.com;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Valley City Redevelopment Agency that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and in behalf of the Agency, subject to approval of the final form of the Agreement by the Chief Executive Officer and the City Attorney’s Office.

PASSED and APPROVED this _____ day of _____, 2015.

**WEST VALLEY CITY
REDEVELOPMENT AGENCY**

CHAIR

ATTEST:

SECRETARY

BACKCOUNTRY.COM
INCENTIVE AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into as of the ____ day of _____, 2015, between the Redevelopment Agency of West Valley City, a governmental entity organized under the laws of the State of Utah (the “Agency”) and backcountry.com, a Utah corporation, (collectively the Agency and backcountry.com are referred to as the “Parties”).

W I T N E S S E T H:

WHEREAS, the Agency has determined that it is in the best interest of West Valley City to provide an incentive to backcountry.com in order to ensure the location of their business and related investments in West Valley City; and

WHEREAS, backcountry.com desires to remain on the Property located in West Valley City more specifically defined herein as the “Site” for and in accordance with the uses specified in this Agreement; and

WHEREAS, the Agency believes that retaining the business of backcountry.com and their continued occupancy of the Property, pursuant to this Agreement, is in the vital and best interest of the Agency and in the vital and best interest of the health, safety and welfare of West Valley City and its residents, and in accord with the public purposes and provisions of the applicable State laws; and

WHEREAS, the Agency, on the basis of the foregoing, is willing to assist backcountry.com in accordance with the provisions of this Agreement;

NOW, THEREFORE, each of the Parties hereto, for and in consideration of the mutual promises and performances set forth herein, does covenant and agree as follows:

1. Purpose. This Agreement is intended to set forth the rights and obligations of backcountry.com and the Agency with respect to the location and operation of a backcountry.com facility in West Valley City and certain incentive payments from the Agency to facilitate backcountry.com investment and operations on the Site. The Agency expects that backcountry.com will remain at the existing Site until 2022 and continue the operation of backcountry.com business on the Site. Upon compliance with the terms of this Agreement, the Agency will assist backcountry.com by paying to backcountry.com certain funds as described in this Agreement. The Agency expects to recoup those funds through the increased taxes generated by backcountry.com operations.

2. Definitions.

The capitalized terms used in this Agreement have the following meanings:

- A. Agency. The term “Agency” means the Redevelopment Agency of West Valley City, a public body, exercising its functions and powers and

organized and existing under the former Utah Neighborhood Development Act and existing Utah Redevelopment Agencies Act or any replacement act (the “Act”), including any successor public agency designated by or pursuant to Law.

- B. Incentive Payment. Shall mean four annual payments of \$50,000, contingent upon backcountry.com signing a lease extension at their current location until at least 2022, from the Agency to backcountry.com in accordance with the terms of this Agreement. The total of all Tax Incentive Payments shall not exceed \$200,000.
- C. Site. The term “Site” means all of the property and structures located at 3200 West 2706 South in West Valley City.

3. Conditions Precedent. As conditions precedent to the Agency’s obligation to pay any Incentive Payment to backcountry.com, backcountry.com shall perform or satisfy the following conditions precedent:

- A. Building Permits. Prior to the commencement of any Improvements made to the Site, backcountry.com shall obtain all of the applicable Building Permits from West Valley City as well as any other applicable approvals, state, local or otherwise, necessary for the improvements.
- B. Payment of Taxes. Subject to the provisions of Section 5 of this Agreement, backcountry.com agrees that it shall pay all ad valorem taxes and sales taxes, and, if applicable, interest and penalties, relating to the Site for each year of this Agreement.
- C. Conditional Use Permit. backcountry.com shall be in compliance with the terms of any conditional use permit for the Site and the conditional use permit shall be in good standing and shall not have been revoked.
- D. Business License. backcountry.com is in compliance with the business licensing ordinances of West Valley City and has a valid West Valley City Business License.
- E. Equipment and Operations. During the term of the new lease, backcountry.com shall have not removed or substantially reduced the value of the Improvements on the Site or discontinued a substantial portion of its operations on the Site.
- F. Occupancy/Lease. backcountry.com will enter into a new lease or lease extension for the entire building located on the Site and the term of the new lease or extension shall extend until at least 2022.

4. Obligations of the Agency.

- A. Payment of Incentive Payments to backcountry.com. Subject to the

satisfaction of the conditions precedent set forth in Section 3 above, the Agency agrees to pay to backcountry.com an Incentive Payment of \$50,000 annually for a period of four years. Subject to the Conditions Precedent, the Incentive Payment shall be made on or before July 1st of each year. Except for the first payment, which shall be made upon the execution of this Agreement. The total of all Incentive Payments shall not exceed \$200,000.

- B. Failure to Occupy the Site. If, prior to the year 2022, backcountry.com fails to conduct operations at the Site after the Incentive Payments begin, backcountry.com shall pay the RDA back any and all Incentive Payments received by backcountry.com up to that date. After backcountry.com fails to conduct operations at the Site, the RDA's obligation to pay the Incentive Payment shall immediately terminate, along with the remainder of the RDA's obligations under this Agreement.
- C. Terms and Conditions of Payment. The Agency's payment of the Incentive Payment shall be made subject to the following terms and conditions.
 - (a) On or before the expiration of the Term of this Agreement (See Section 6) backcountry.com shall have invested in the Site or otherwise installed improvements in an amount of at least \$2,000,000. If backcountry.com fails to make such investment or install such improvements in an amount of at least \$2,000,000 on or before the expiration of the Term, backcountry.com shall return any and all Incentive Payment to the RDA received from the RDA under this Agreement.
 - (b) No interest shall be paid by the Agency on any Incentive Payment.
 - (c) backcountry.com understands and agrees that:
 - (i) Incentive Payment funds will be included in the annual Agency budget during the term of this Agreement and are subject to annual appropriation of the Agency Board.
 - (ii) The Agency is not a taxing entity under Utah law;
 - (iii) The Agency has no power to levy a property tax on real or personal property located within the Site;
 - (iv) The Agency has no power to set a mill levy or rate of tax levy on real or personal property;
- D. Any Incentive Payments made by the Agency under the terms of this Agreement shall cease upon the expiration or termination of this Agreement or the Agency's payment of a total of \$200,000 to

backcountry.com and the Agency shall not be obligated to pay any additional funds to backcountry.com.

5. Payment of Taxes.

- A. Subject to backcountry.com's right to protest or appeal as provided below, during the Term of this Agreement, all ad valorem taxes and assessments levied or imposed on the Site, any of the Improvements, and any personal property on the Site for any period commencing after the Improvements are completed on the Site by backcountry.com shall be paid annually by backcountry.com on or before the due date which is currently set by law as November 30.
- B. backcountry.com shall have the right to protest or appeal the amount of Assessed Taxable Value levied against the Site by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the ad valorem assessment against the Site, the Improvements or any portion of the Site or Improvements in the same manner as any other taxpayer as provided by law. backcountry.com shall, however, notify the Agency in writing within ten (10) calendar days of backcountry.com's filing of any protest or appeal to such assessment determination and provide a copy to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, backcountry.com shall give to the Agency written notice at least fifteen (15) calendar days prior to the time and date that such protest or appeal is to be heard. The Agency shall have the right, without objection by backcountry.com, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of or objection to the amount of assessment which should or should not be assessed against the real or personal property of the Site and the amount of the Agency's Project Area indebtedness or outstanding obligations.

6. Term. This Agreement shall remain in effect until December 31, 2022.

7. Confidentiality. Pursuant to Section 63G-2-309, Utah Code Annotated, backcountry.com hereby claims business confidentiality protection for documents and materials provided to the Agency pursuant to this Agreement. This claim of business confidentiality is based upon the following reasons:

- A. Disclosure of the planning or financial records of backcountry.com will place backcountry.com at a competitive disadvantage with competing facilities.
- B. Disclosure of the planning or financial records of backcountry.com will substantially harm backcountry.com in the negotiation of third party leases and contracts for other facilities.
- C. Disclosure of the planning or financial records of backcountry.com may

reveal trade secrets of backcountry.com.

Based on the foregoing claim and representations of backcountry.com, and for the reasons set forth above, the Agency agrees to classify the financial information it receives pursuant to this Agreement as protected records pursuant to Section 63G-2-305, Utah Code Annotated. To the fullest extent it is able to do so consistent with applicable requirements of law, the Agency shall endeavor to ensure the confidentiality of all financial records it receives from backcountry.com pursuant to this Agreement; provided, however, that the Agency may, upon 15 days' prior written notice to backcountry.com, disclose such materials pursuant to the order of a court of competent jurisdiction.

8. Conflict of Interest – Agency. No official, employee, consultant, or agent of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested.

9. Notices. A notice or communication under this Agreement, by either Party to the other, shall be sufficiently given or delivered, if given in writing by personal service, express mail, FedEx, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

A. In the case of a notice or communication to the Agency:

Executive Director, Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
Attorney for the Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027.

- B. In the case of a notice or communication to backcountry.com:

Chief Executive Officer
backcountry.com
2706 South 3200 West
West Valley City, Utah 84119.

- C. Notice to any Party may be addressed in such other way that Party may, from time to time, designate in writing dispatched as provided in this Section.

10. Headings. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. "Paragraph" and "section" may be used interchangeably.

11. Assignment. This Agreement may not be assigned by either Party.

12. Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

14. Complete Agreement. This Agreement and its Attachments contain the complete agreement of the parties, and supersede all prior and contemporaneous negotiations, representations and agreements of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only in writing, executed by both Parties.

15. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the RDA and backcountry.com.

16. Non-Waiver. Failure on the part of the RDA or backcountry.com to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver of any rights hereunder.

This Space Intentionally Left Blank

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and backcountry.com has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY

By: _____
Chief Executive Officer

ATTEST:

Secretary

Approved as to form:

Redevelopment Agency Legal Counsel

BACKCOUNTRY.COM

By: _____
Title: _____

State of _____)
County of _____):ss

On this _____ day of _____, 2015, personally appeared before me _____ whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ (title) of backcountry.com, a Utah Corporation, and that this agreement was signed by authority of its members or its articles of organization, and he/she acknowledged to me that said corporation executed the same.

Notary Public

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the Redevelopment Agency of West Valley City to accept a quit-claim deed from Questar Gas Company conveying a utility easement located on property that will be known as Fairbourne Station Phase 2 Subdivision.

SYNOPSIS:

Portions of property within the future Fairbourne Station Phase 2 Subdivision are encumbered with a variety of easements. These easements were used to provide service to those older areas of residential and commercial development which have now been demolished.

In order to provide clear title to prospective land buyers within the future subdivision, the City has been working with various utility companies to abandon said easements. Questar Gas Company has agreed to quit-claim to the Redevelopment Agency of West Valley City the right, title and interest of certain utility easements recorded with the Salt Lake County Recorder's Office.

RECOMMENDATION:

Approve the resolution accepting the Quit-Claim Deed from Questar Gas Company.

SUBMITTED BY:

Steve Lehman,
Current Planning Manager

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE REDEVELOPMENT
AGENCY OF WEST VALLEY CITY TO ACCEPT A QUIT
CLAIM DEED FROM QUESTAR GAS COMPANY FOR
SEVERAL UTILITY EASEMENTS LOCATED ON THE
FAIRBOURNE STATION PHASE 2 SUBDIVISION PROPERTY.**

WHEREAS, property within the future Fairbourne Station Phase 2 Subdivision is encumbered with several public utility easements; and

WHEREAS, these easements were used to provide service to areas of residential and commercial development, which have now been demolished; and

WHEREAS, in order to provide clear title to prospective land buyers within the future subdivision, the City has been working with various utility companies to abandon the public utility easements; and

WHEREAS, Questar Gas Company (herein “Questar”) has agreed to quit claim to the Redevelopment Agency of West Valley City all right, title and interest in certain utility easements recorded with the Salt Lake County Recorder’s Office; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Quit Claim Deed from Questar.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Redevelopment Agency of West Valley City that the document entitled “Quit Claim Deed” from Questar is hereby approved, and that the Chief Executive Officer is authorized to accept the Quit Claim Deed for and on behalf of the Redevelopment Agency of West Valley City.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY
REDEVELOPMENT AGENCY

CHAIR

ATTEST:

SECRETARY

WHEN RECORDED MAIL TO:
Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
UT08919-2.lqe; RW01

Space above for County Recorder's use
PARCEL I.D.# 1533126042

QUITCLAIM DEED
UT 08919-2

QUESTAR GAS COMPANY, a corporation organized and existing under the laws of the State of Utah, with its principal office at 333 S. State Street, Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby **QUITCLAIMS** to **REDEVELOPMENT AGENCY OF WEST VALLEY CITY**, Grantee, upon Grantee's acceptance, as acknowledged below, the right, title and interest acquired through a certain Right-of-way and Easement Grant dated April 23, 1968 and recorded May 1, 1968 as Entry No.2243462, in Book 2654, at Page 60, Salt Lake County Recorder's Office, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following-described tract of land in Salt Lake County, State of Utah, to-wit:

Beginning at a point 1428 feet East and 33 feet South from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point being on the South line of 3500 South Street, thence South 528 feet; thence West 62 feet; thence North 20 feet; thence East 42 feet; thence North 508 feet; thence East 20 feet to the point of beginning.

Grantee acknowledges that it is familiar with all applicable state and federal environmental statutes, regulations and common law. Grantee agrees to indemnify, protect, defend (with counsel satisfactory to Questar) and hold Questar and its successors, assigns, parents and affiliates, and the directors, shareholders, employees, agents, and contractors of Questar and of Questar's successors, assigns, parents and affiliates harmless from any claims (including without limitation third party claims for personal injury), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorneys' fees and expenses (collectively referred to as Claims) that arise directly or indirectly from the presence, suspected presence, release or threatened release of hazardous substances, as defined in 40 C.F.R. § 302.4, including but not limited to, asbestos containing material from the pipe or the easement area. This indemnity expressly includes any Claims that may be brought under any applicable environmental laws including, but not limited to the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and the Occupational

Safety and Health Act (OSHA). Grantee hereby expressly waives any immunity to which Grantee may otherwise be entitled under any industrial, worker's compensation or other laws with respect to this indemnification.

WITNESS the hand of said Grantor this _____ day of _____, 20____.

QUESTAR GAS COMPANY

By: _____
Attorney-in-Fact

Accepted and Agreed this _____ day of _____, 20____.

GRANTEE:

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

By- _____
Title- _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

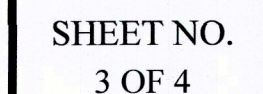
On the _____ day of _____, 20____, personally appeared before me Katie C. Secretan, who, being duly sworn, did say that she is Attorney-In-Fact for QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, an official certification of which is recorded as Entry #11723536, at Book 10177, Page 1360, in the Office of the Salt Lake County Recorder.

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me
_____ who, being duly sworn, did say that he/she is the
_____ of Redevelopment Agency of West Valley City, and that the
foregoing instrument was signed on behalf of said authority, and he/she acknowledge to me that
said authority executed the same.

Notary Public



Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the Redevelopment Agency of West Valley City to accept a Partial Release of Easement from Qwest Corporation d/b/a CenturyLink QC regarding a number of utility easements located on property that will be known as Fairbourne Station Phase 2 Subdivision.

SYNOPSIS:

Portions of property within the future Fairbourne Station Phase 2 Subdivision are encumbered with a variety of easements. These easements were used to provide service to those older areas of residential and commercial development which have now been demolished.

In order to provide clear title to prospective land buyers within the future subdivision, the City has been working with various utility companies to abandon said easements. CenturyLink QC has agreed to release and quit-claim to the Redevelopment Agency of West Valley City the right, title and interest of certain utility easements recorded with the Salt Lake County Recorder's Office.

RECOMMENDATION:

Approve the resolution accepting the release and conveyance of the easement from CenturyLink QC.

SUBMITTED BY:

Steve Lehman,
Current Planning Manager

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE AGENCY TO ACCEPT
THE PARTIAL RELEASE AND CONVEYANCE OF AN
EASEMENT HELD BY CENTURYLINK QC WITHIN THE
FUTURE FAIRBOURNE STATION PHASE 2 SUBDIVISION**

WHEREAS, property within the future Fairbourne Station Phase 2 Subdivision is encumbered with a perpetual easement (the "Easement") in favor of CenturyLink QC as shown in Exhibit "A"; and

WHEREAS, CenturyLink QC no longer has need of said Easement and desires to release said Easement to the Agency as the record owner of the property; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept the partial release and conveyance.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Redevelopment Agency of West Valley City that the release and conveyance of said Easement is hereby approved and accepted and that the Chief Executive Officer of the Agency is hereby authorized to accept or execute any documents necessary to effect said release and conveyance, subject to approval of the final form of said documents by the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2015.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

EXHIBIT A

EASEMENT LOCATION

When recorded Mail to:
West Valley City Recorder
3600 Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #15-33-126-042, 15-33-127-011 & 15-33-103-020

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that Qwest Corporation d/b/a CenturyLink QC, a Colorado Corporation, hereinafter called the "company", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby confessed and acknowledged, does hereby release, remise and quitclaim the right, title and interest acquired by the Company or its assignors in the real property under the certain right of way grants, recorded and described, unto the present owner(s) as their respective interest may appear therein, for the easements shown on Exhibit 'A' sheet 1, for **"only"** the subject property described and shown on Exhibit 'A', sheet 2, both of which are attached here to and made a part hereof:

Recorded June 6, 1967
Book 2561
Page 33
Entry No. 2202158

A five foot easement the East line of which is as follows:

Commencing at a point 160 feet East from the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 38 rods.

Recorded July 10, 1991
Book 6335
Page 1792
Entry No. 5095663

An Easement three (3) feet in width described by a centerline 1.5 feet on each side as follows:

Commencing 984 feet West and 660 feet South and 169.5 feet West from the North Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 427 feet to end.

AND

Recorded July 10, 1991
Book 6335
Page 1790
Entry No. 5095662

Commencing West 1158 feet and South 218 feet from the North Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 100 feet; thence West 5 feet; thence North 100 feet; thence East 5 feet to end.

Recorded January 27, 1970
Book 2825
Page 24
Entry No. 2318660

A five foot easement the North line of which is as follows:

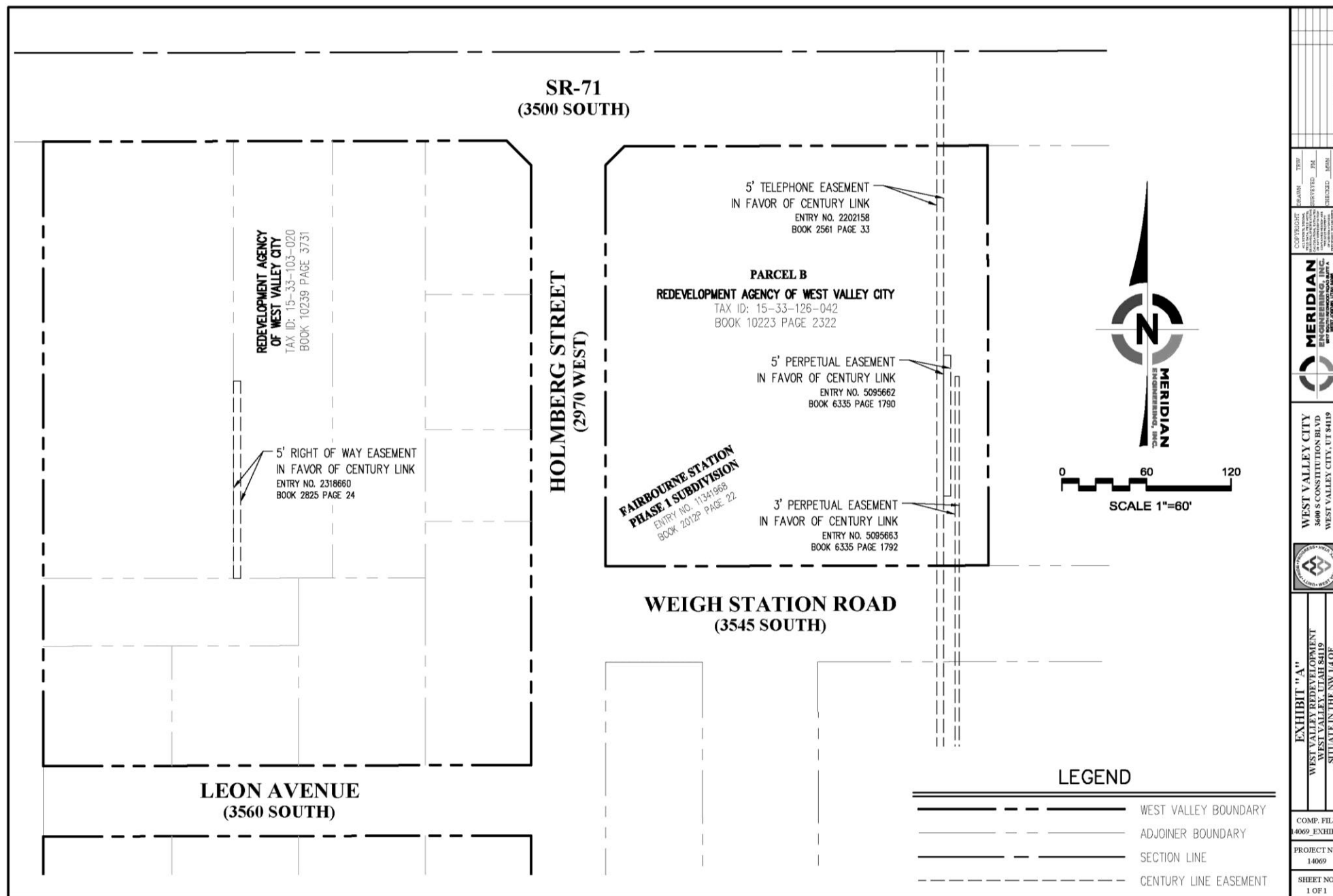
Commencing 979 feet East and 373 feet South from the Northwest Corner, Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence running north 140 feet.

Situate in County of Salt Lake, State of Utah

RW# 58452

EXHIBIT ‘A’

\\A-Projects\1020-1040-Article-MC-Pedimentation\1030\img\1030.jpg (10/10/2016 10:10:16 AM)



FAIRBOURNE STATION PHASE 2 SUBDIVISION
(AMENDING AND EXTENDING LOTS 9 THROUGH 14 OF HOLMBERG SUBDIVISION &
PARCEL B OF FAIRBOURNE STATION PHASE 1 SUBDIVISION)
SITUATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH

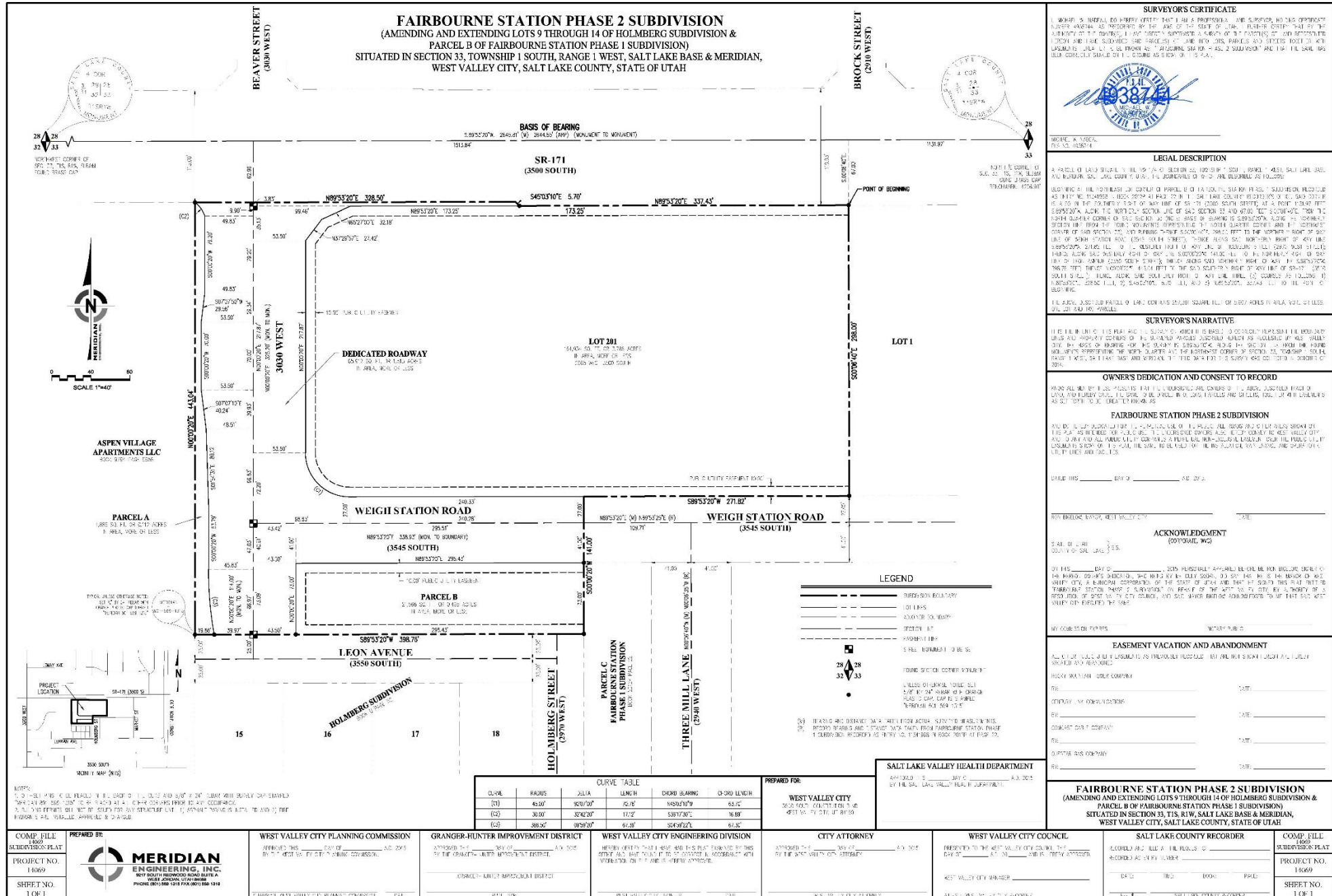


Exhibit 'A'- Sheet #3 of 3

FAIRBOURNE STATION PHASE II LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NW 1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST LOT CORNER OF PARCEL B OF FAIRBOURNE STATION PHASE 1 SUBDIVISION, RECORDED AS ENTRY NO. 11341968 IN BOOK 2012P AT PAGE 22 IN THE SALT LAKE COUNTRY RECORDER'S OFFICE, SAID CORNER IS ALSO IN THE SOUTHERLY RIGHT OF WAY LINE OF SR-171 (3500 SOUTH STREET) AT A POINT 1131.97 FEET S.89°53'20"W. ALONG THE NORTHERLY SECTION LINE OF SAID SECTION 33 AND 67.00 FEET S.00°06'40"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 (NOTE: BASIS OF BEARING IS S.89°53'20"W. ALONG THE NORTHERLY SECTION LINE FROM THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 33), AND RUNNING THENCE S.00°06'40"E. 298.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEIGH STATION ROAD (3545 SOUTH STREET); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S.89°53'20"W. 271.82 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HOLMBERG STREET (2970 WEST STREET); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S.00°00'20"W. 141.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LEON AVENUE (3550 SOUTH STREET); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S.89°53'20"W. 398.76 FEET; THENCE N.00°00'20"E. 443.04 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF SR-171 (3500 SOUTH STREET); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THREE (3) COURSES AS FOLLOWS: 1) N.89°53'20"E. 328.50 FEET, 2) S.45°03'10"E. 5.70 FEET, AND 3) N.89°53'20"E. 337.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 257,301 SQUARE FEET OR 5.907 ACRES IN AREA, MORE OR LESS.
ONE LOT AND TWO PARCELS.